

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: :
: Case No.: 16-14375
Mark Nottingham : Chapter 13
Carolynn Nottingham : Judge Eric L. Frank
: * * * * *

Debtor(s) :
: U.S. Bank National Association as : Date and Time of Hearing
Indenture Trustee for Springleaf : Place of Hearing
Mortgage Loan Trust 2013-3, Mortgage- : August 29, 2017 at 9:30 a.m.
Backed Notes, Series 2013-3 :
Movant, : U.S. Bankruptcy Court
vs : 900 Market Street, Courtroom #1
: Philadelphia, PA, 19107
Mark Nottingham :
Carolynn Nottingham : Related Document # 51

William C. Miller

Respondents.

**STIPULATION FOR SETTLEMENT OF MOTION FOR RELIEF FROM AUTOMATIC
STAY AS TO REAL PROPERTY LOCATED AT
1218 PRIMROSE COURT, BENSALEM, PA 19020-2479**

This matter coming to be heard on the *Motion for Relief from Stay* (Dkt. #51) which was filed in this court by U.S. Bank National Association as Indenture Trustee for Springleaf Mortgage Loan Trust 2013-3, Mortgage-Backed Notes, Series 2013-3 ("Movant"), Movant and Mark Nottingham and Carolynn Nottingham (collectively, "Debtor"), by and through their attorneys have agreed to a course of action which will condition the continuation of the automatic stay upon certain provisions incorporated herein for the protection of Movant;

As of date of bankruptcy filing on June 20, 2016, Debtor failed to make regular monthly mortgage payments to Movant and is currently in default for the months of June 2017 through August 2017, incurring a total post-petition arrearage of \$8,550.05, which consists of 3 post-petition payments for June 1, 2017 through August 1, 2017 at \$2,506.35 each, and attorney fees and costs of \$1,031.00. There is \$2,501.27 in suspense, which reduces the total post-petition arrearage to \$6,048.78.

IT IS HEREBY ORDERED:

1. In order to eliminate said post-petition delinquency, Movant must receive the following payments by the corresponding dates:

- a. \$1,008.13 plus the September 2017 post-petition mortgage payment on or before the last day of that month;
 - b. \$1,008.13 plus the October 2017 post-petition mortgage payment on or before the last day of that month;
 - c. \$1,008.13 plus the November 2017 post-petition mortgage payment on or before the last day of that month;
 - d. \$1,008.13 plus the December 2017 post-petition mortgage payment on or before the last day of that month;
 - e. \$1,008.13 plus the January 2018 post-petition mortgage payment on or before the last day of that month;
 - f. \$1,008.13 plus the February 2018 post-petition mortgage payment on or before the last day of that month.
2. That Movant must receive the payments listed on Paragraph #1 on or before the corresponding date. If Movant fails to receive any one scheduled payment, the repayment schedule is void and if the Debtor fails to bring the loan post-petition current within ten (10) calendar days after mailing notification to the Debtor and his/her attorney, the stay shall be automatically terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property, upon filing certification of default with the clerk of the court.
 3. Payments must be sent directly to Nationstar Mortgage LLC:

Nationstar Mortgage LLC
Attention: Bankruptcy Department
PO Box 619094
Dallas TX 75261-9741
Note: Loan #
 4. Upon completion of the repayment schedule listed in Paragraph #1 or tender of sufficient funds to bring the loan post-petition current, the Debtor must continue to make timely post-petition mortgage payments directly to Movant.
 5. If Movant fails to receive two (2) post-petition monthly mortgage payments and if the Debtor fails to bring the loan post-petition current within ten (10) calendar days after Movant mailed notification to the Debtor and his/her attorney, the stay shall be

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automatically terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property, upon filing certification of default with the clerk of the court.

6. If Movant has to send a Notice of Default, the Debtor shall pay \$100.00 per notice, as attorney fees, in addition to whatever funds are needed to cure the default prior to the expiration of the allowed cure period.
7. This Stipulation remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates his case by order of the Court and/or the Creditor obtains relief from stay and the stay is subsequently reinstated by order of the Court.
8. If this bankruptcy proceeding is converted to Chapter 7, dismissed or discharged, this Order shall be terminated and have no further force or effect.

MANLEY DEAS KOCHALSKI LLC

Dated: 8/30/17

BY: K. Velter

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Attorney for Creditor

Dated: 8/30/17

BY: Brad J. Sadek

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Attorney for Debtor

I do not object to the foregoing Stipulation

NO OBJECTION

***without prejudice to any trustee rights or remedies**

9/6/17 LeRoy Wm. Etheridge for
William C. Miller

William C. Miller, Trustee
LeRoy Wm. Etheridge, Attorney
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